



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

April 13, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#46 APRIL 13, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AMENDMENT NUMBER THREE TO THE AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF COVINA (5th DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District (District) provides fire protection and emergency medical services to the City of Covina (City) through the subject Services Agreement with the City. As part of that Agreement, the District and the City mutually benefit from the truck and engine company service provided by Quint 153 staffed at City Fire Station 153. The proposed amendment to the Services Agreement will increase the District's cost share on Quint 153 by one-half of a firefighter position to more appropriately reflect Quint 153's jurisdictional coverage in the District and the City.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

- 1) Find that Amendment Number Three to the Agreement for Services by and between the District and the City is exempt from the California Environmental Quality Act.
- 2) Approve and instruct the Chairman to sign Amendment Number Three to the Agreement for Services which modifies the funding of staffing within the City to be effective upon Board approval and authorizes future modifications to the staffing levels in the City to be made by mutual agreement of the City Council and District Fire Chief.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The District provides fire and emergency medical services to the City pursuant to the Services Agreement (Agreement No. 71083 dated November 6, 1997). This Services Agreement provides for the staffing of three Covina fire stations, including an assessment quint (Quint 153) at Fire Station 153. Quint 153 is a versatile resource, functioning as a combination pumper engine and ladder truck company. It is equipped with a 100' aerial ladder and several specialized tools essential for forcible entry, rescue, and firefighting that are not carried on a standard pumper engine.

Each truck company is a valuable regional resource as the District staffs only one truck or quint for every five fire stations within the District. A quint is even more versatile since it functions as both the pumper engine and the truck company. Quint 153 serves as a primary engine company in the City and adjacent District areas of Charter Oak and west San Dimas, and it provides first-in truck services to a larger jurisdictional area that also includes parts of Glendora, Azusa, and Covina unincorporated islands.

In 2007, the District undertook an evaluation of the jurisdictional coverage provided by Quint 153 and found that an increased cost share by the District from 1.0 to 1.5 firefighter post positions is warranted as it more appropriately reflects the benefit derived by the surrounding District areas from Quint 153. Sharing the cost of Quint 153 with the City is a cost-effective method of providing truck service. Staffing and overhead for a truck/quint would cost the District \$3 million annually if Quint 153 could not be shared with the City. However, the District's annual cost for Quint 153 will total \$965,000 annually with the proposed increased cost share (an increase of \$243,000 in S&EB and \$79,000 in overhead).

This Amendment Number Three to the Agreement for Services will:

- Establish an increased cost share of one-half the annual cost of a firefighter post position assigned to the assessment quint in the City by the District.
- Authorize future staffing level or cost apportionment changes in the City to be made by mutual approval of the District Fire Chief and the Covina City Council.

Implementation of Strategic Plan Goals

Amendment Number Three addresses Goal No. 1, "Operational Effectiveness," of the County's Strategic Plan which guides us to evaluate organizational structure to achieve operational efficiencies and improve service delivery.

FISCAL IMPACT/FINANCING:

The increased cost share by the District will be reflected as a reduction in the City's annual fee. Based upon estimated Fiscal Year 2009-10 costs, the City's annual fee would have been reduced by \$322,000 had the contract amendment been effective the entire fiscal year. The actual reduction in the City's annual fee will be prorated commencing with the date Amendment Number Three is approved by your Honorable Board.

There will be no impact on net County cost. The District's 2009-10 Adopted Budget includes sufficient funding to absorb the revenue reduction associated with Amendment Number Three.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

County Counsel has approved Amendment Number Three as to form. The Covina City Council approved Amendment Number Three to the Agreement for Services on February 2, 2010.

This Amendment Number Three will amend the Agreement for Services between the District and the City for the provision of fire protection and related services (Agreement No. 71083) approved by your Honorable Board on November 6, 1997 by modifying the District's cost share of Quint 153. Your Board previously approved Amendment Number One to the Agreement on August 6, 2002 which modified the agreement term and the cost share of the paramedic squad and Area Fire Prevention Inspector in the City, and Amendment Number Two to the Agreement on February 18, 2003 which modified the staffing level within the City by instituting two paramedic assessment engines and a paramedic assessment quint at the request of the City.

IMPACT ON CURRENT SERVICES:

Service levels within the City and the surrounding District areas will remain unchanged.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of services, and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

The Honorable Board of Supervisors
April 13, 2010
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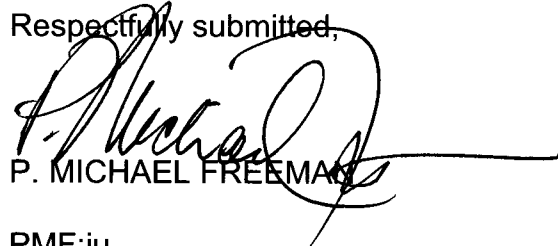
CONCLUSION:

Upon approval of Amendment Number Three to the Agreement for Services, please instruct the Executive Officer-Clerk of the Board to transmit one (1) signed original and one (1) executed copy of Amendment Number Three and two (2) executed copies of this Board letter to:

Consolidated Fire Protection District
Attention: Debbie Aguirre, Chief
Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90032

The District will forward to the City the originally executed Amendment Number Three for their records.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:ju

Attachments

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

1 **AMENDMENT NUMBER THREE**
2 **TO THE AGREEMENT FOR SERVICES BY AND BETWEEN THE**
3 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
4 **AND THE CITY OF COVINA**
5

6 This Amendment Number Three to the Agreement for Services is made and entered into
7 this 13TH day of APRIL, 2010, by and between the CONSOLIDATED FIRE
8 PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the
9 "DISTRICT," and the CITY OF COVINA, hereinafter referred to as the "CITY," to amend the
10 Agreement for Services By and Between the Consolidated Fire Protection District of Los
11 Angeles County and the City of Covina dated November 6, 1997 (Agreement No. 71083) and
12 as amended on August 6, 2002 and February 18, 2003, hereinafter referred to as "Agreement
13 for Services" or "Agreement."
14

15 **W I T N E S S E T H**

16 WHEREAS, the CITY and DISTRICT have entered the Agreement for Services pursuant
17 to which the DISTRICT provides fire protection, hazardous materials, emergency medical, and
18 all related services to the CITY; and

19 WHEREAS, the Agreement for Services was amended on August 6, 2002 and again on
20 February 18, 2003, to modify certain provisions of the Agreement in regards to the payment of
21 conversion costs and fire station maintenance and repairs, to increase the number of
22 paramedics in the City and to modify Schedule 1 of the agreement; and

23 WHEREAS, the CITY and DISTRICT desire to further amend the Agreement to modify
24 Amended Schedule 1 to the Agreement in regards to the funding of staffing within the CITY
25 and to authorize any future modifications to the staffing levels in the CITY to be made by
26 mutual agreement of the City Council and the District Fire Chief.

27 NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, representations
28 and agreements set forth herein, the parties mutually agree as follows:

71083, SUPPLEMENT 3

1. Schedule 1 – Amendment Number Two of the Agreement for Services, Operation by District, shall be replaced with Schedule 1 – Amendment Number Three, attached hereto and made a part hereof.
2. The Agreement for Services is hereby amended by modifying the following provisions:
 - A. SECTION II, paragraph (L), of the Agreement for Services shall be amended as follows:

(L) The CITY COUNCIL and DISTRICT FIRE CHIEF may mutually agree on modifications to the staffing levels and/or cost apportionment in the CITY. Any agreed-upon modifications may necessitate adjustments in the determination of the Annual Fee, and would be specified in an amended Schedule 1, approved by the DISTRICT FIRE CHIEF and the CITY COUNCIL.
 - B. SECTION III, paragraph (A) shall be amended to add the following two paragraphs:

(A) (1) Upon the effective date of this Amendment Number Three, the date first written above, which is the date of approval by the last signatory to this Amendment, the Annual Fee calculation method shall be modified as specified in Schedule 1 – Amended Number Three, attached hereto and made a part hereof. The modifications to the Annual Fee calculation as indicated on Schedule 1 – Amendment Number Three reflect additional funding by the DISTRICT of 50% of the annual cost of one (1) Firefighter post position on the Assessment Quint company ("Firefighter").

(A) (2) Changes in the Annual Fee set forth in Schedule 1 – Amendment Number Three related to the 2nd Firefighter on the Assessment Quint shall be prorated commencing with the effective date of this Amendment Number Three through the remainder of the 2009 – 2010 fiscal year, as follows:

DISTRICT'S cost share of the 2nd Firefighter on the Assessment Quint shall be determined by dividing the Annual Fee by 365 days (daily rate) and multiplying

1 the daily rate by the number of days remaining in the
2 fiscal year as of the effective date of this Amendment
3 Number Three.

4 C. Section XI is amended to read as follows:

5 (A) With the exception of Schedule 1, all schedules attached hereto and
6 incorporated herein by reference will be subject to modification by mutual
7 agreement of the CITY MANAGER and DISTRICT FIRE CHIEF as needed after
8 the effective date of this Amendment Number Three to the Agreement by both
9 parties.

10 (B) Schedule 1 – Amendment Number Three, attached hereto and
11 incorporated herein by reference may be subject to modification in staffing level
12 by mutual agreement of CITY COUNCIL and DISTRICT FIRE CHIEF as needed
13 after the effective date of this Amendment Number Three to the Agreement for
14 Services.

15 3. All other terms and conditions of the Agreement for Services shall remain the same and
16 in full force and effect.

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1 **IN WITNESS WHEREOF**, CITY, by Resolution adopted by its City Council, has caused
2 this Agreement to be executed by its Mayor and attested to by its Clerk; pursuant to action by
3 a majority vote of the Board of Supervisors, as governing body of the DISTRICT, the Chair has
4 executed this Agreement on behalf of DISTRICT and which execution has been attested to by
5 its Clerk.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

By *Gloria Molina*
Chair, Board of Supervisors

CITY OF COVINA

Walt Alde
Mayor

ATTEST:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors

By *Donna Bohana*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

(SEAL)

By *Donna Bohana*
Deputy

APPROVED AS TO FORM:

Andrea S. Ordin
County Counsel

By *Paul M*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Rev. 1-19-10

ATTEST:

By *Dianna*
City Clerk

APPROVED AS TO FORM:

By *Steve Lee*
City Attorney

#46 ■ APR 13 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CITY OF COVINA - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 1 - AMENDMENT NUMBER THREE

OPERATION BY DISTRICT ESTIMATED 2009-10 ANNUAL FEE

				Resource	Annual
				Cost	Rate
				Staffing (a)	Rate
<u>ESTIMATED FISCAL YEAR 2009-10</u>					
Station Operations:					
Fire Station	152	Assessment Engine	3	1,840,926	\$ 1,355,742 (b)
Fire Station	153	Assessment Quint	4	2,326,110	1,598,334 (c)
Fire Station	154	Assessment Engine	3	1,776,867	1,776,867 (d)
Fire Station	154	Squad	2	1,162,545	775,030 (e)
					<u>\$ 5,505,973</u>
Fire Prevention:					
Area Inspector		Fire Fighter Specialist	0.7	164,335	\$ 115,035 (f)
					<u>\$ 115,035</u>
				Subtotal	\$ 5,621,008
District Overhead				32.6426%	<u>1,834,843</u>
ESTIMATED ANNUAL FEE FY 2009-10					<u>\$ 7,455,851</u>

- (a) Station Operations staffing numbers reflect post positions (3 person staff each post position through a 56-hour work week). Station Operations include overtime required to maintain 24-hour constant staffing.
- (b) District funds one (1) firefighter post position - net city cost reflected.
- (c) District funds one and one-half (1.5) firefighter post positions - net city cost reflected.
- (d) The cost reflected is for an Engine, because the paramedic bonus is on the Paramedic Squad.
- (e) District funds one-third of the resource cost - net city cost reflected.
- (f) District funds 30% of the Area Inspector position - net city cost reflected.

Note: This schedule will be effective upon approval by the Board of Supervisors of Amendment Number Three of the Agreement of Services between the Consolidated Fire Protection District of Los Angeles County (District) and the City of Covina.

CITY OF COVINA - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 1 - AMENDMENT NUMBER THREE

OPERATION BY DISTRICT ESTIMATED 2009-10 ANNUAL FEE

<u>ESTIMATED FISCAL YEAR 2009-10</u>				<u>Staffing (a)</u>	<u>Resource Cost</u>	<u>Annual Rate</u>
Station Operations:						
Fire Station	152	Assessment Engine		3	1,840,926	\$ 1,355,742 ^(b)
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